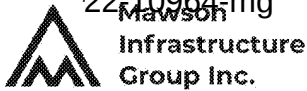


EXHIBIT I



February 23, 2022

Via Electronic Mail

Celsius Mining LLC
121 River Street, PH05,
Hoboken, NJ 07030 USA

By email: amir.ayalon@celsius.network

Re: Cooperation Agreement

We refer to the Customer Co-location Agreement, Secured Promissory Note, Guaranty and Security Agreement and a warrant dated on or about the date of this letter agreement between Celsius Mining LLC ("**Celsius Mining**") and Luna Squares LLC ("**Luna Squares**") ("**Documents**").

Celsius Mining owns and has access to ASIC mining units, and is able to offer debt and equity financing for the development of digital asset infrastructure. Luna Squares has expertise establishing, operating and maintaining digital asset mining hardware and facilities for itself and third parties. The parties to this letter agreement intend to cooperate on future projects together as strategic partners.

So long as there are no material disputes between the parties, or subsisting material defaults under the Documents, each party agrees to actively seek out opportunities of mutual benefit to the parties, and if any are identified, to make good faith efforts to collaborate with the other party on such opportunity. Luna Squares agrees that, prior to offering any hosting services or power capacity for the hosting of digital asset mining operations (a "**Hosting Opportunity**") to third parties, it shall first offer such Hosting Opportunity to Celsius Mining on terms no worse than those it would offer to a third party in respect of such Hosting Opportunity. . If Celsius Mining declines to participate in such Hosting Opportunity on the terms offered to it, then Offeror may offer such Hosting Opportunity to any other party.

This letter agreement (i) may be executed in counterparts and delivered by electronic transmission, (ii) may be executed by facsimile or e-signatures, which shall be accepted as if they were original execution signatures, (iii) is governed by the laws of the State of New York, without giving effect to principles of conflicts of laws, and (iv) supersedes all other prior agreements, representations and descriptions, oral or written, and all other communications between the parties relating to the subject matter of this letter agreement, and (v) may not be modified, amended or supplemented except in writing executed by the parties hereto.

The parties irrevocably and unconditionally submit to and accept the exclusive jurisdiction of the United States District Court for the Southern District of New York for any action, suit or proceeding arising out of or based upon this letter agreement or any matter relating to it and waive any objection that they may have to the laying of venue in any such court or that any such court is an

Mawson Infrastructure Group Inc.

Page 1 of 3

Level 5, 97 Pacific Highway,
North Sydney, Australia 2060



inconvenient forum or does not have personal jurisdiction over them. Each party hereby consents to service of process by any means authorized by New York law (other than by publication).

[The remainder of this page is intentionally left blank. Signature page follows.]



IN WITNESS WHEREOF, the parties have executed this letter agreement as of the date it was signed by the last party.

MAWSON INFRASTRUCTURE GROUP INC.

By: _____

Name: James Manning

Its: CEO

Dated: February 23, 2022

CELSIUS MINING LLC

By: _____

DocuSigned by:

A handwritten signature in black ink, appearing to read 'Roni Cohen Pavon', is written over a horizontal line. To the left of the signature is a small, stylized icon of a document with a checkmark.
C98BF4BD985D482...

Name: Roni Cohen Pavon

Its: Chief Revenue Officer

Dated: 2/23/2022